

JPA File No.: 06-074 I
AG Contract No.: KR07-0301TRN
Project No.: 084 PN 172
Project: Roadway Expansion and
Turnlanes
Section: SR84 & Guinn Drive MP
172.72
TRACS No.: H6799 01C
Budget Source Item No.: 73307
District Minor Funds

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into this date May 16th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".



I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 and Arizona Revised Statutes § 28-6701 et seq. to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. A turn lane evaluation study resulted in a recommendation the State construct additional turn lanes along SR 84 at Guinn Drive as the State's project. The intent of this intersection improvement is to improve the safety by the implementation of turn lanes. No other safety improvements will be needed.

4. As part of the Project, the State has agreed to construct an exclusive eastbound right-turn lane at Guinn Drive, and a center two-way, left-turn lane to serve the residents of Guinn Drive to the south and the Francisco Grande Resort to the north of SR 84, hereinafter referred to as the "Project." This involves utilizing a 60' wide easement in the County's interest, recorded November 15, 1999, fee numbers 051374 and 051376. The State will obtain permission from the County to utilize these easements for roadway purposes. The County has agreed to reimburse the State for the County's share of construction costs in an amount not to exceed \$150,000.00.

NO. 28915
Filed with the Secretary of State
Date Filed: 5/16/07

Secretary of State
By: 

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall:

a. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit design plans to the County Engineer or designee for review and comments as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

c. Upon execution of this Agreement, the State shall invoice the County a lump sum amount not to exceed \$150,000.00 for the County's share of the Project.

d. Upon approval by Resolution of the State's Transportation Board and completion of the Project, abandon ownership jurisdiction of new right-of-way on the southwest corner of Guinn Drive and SR 84 to the County as shown on Exhibit A, ADOT's right-of-way plans, attached hereto and made a part hereof,

e. Construct, or accomplish pre-construction activities, within existing County rights-of-way/easements as depicted on Exhibit A for said Project, without requiring the State to obtain additional permits, approvals, or temporary construction easements.

f. At the completion of the Project the State shall be responsible for the maintenance of property and facilities within its right-of-way.

2. The County shall:

a. Upon execution of this Agreement, and receipt of an invoice from the State, remit to the State within thirty-days (30) the lump sum of \$150,000.00 for the County's share of the Project costs.

b. Review the design documents required for construction of the Project, and provide comments to the State as appropriate. Be responsible for any design consultant and contractor claims for additional compensation caused by Project delays attributable to the County.

c. Waive the requirements of the Arizona Revised Statutes 28-7209.

d. Upon approval by Resolution of the Transportation Board, and completion of the Project, accept ownership jurisdiction and maintenance of the new right-of-way as shown on Exhibit A.

e. At the completion of the Project, and abandonment of the new right-of-way, the County shall be responsible for the maintenance of property and facilities within its right-of-way.

f. Allow the State to construct, or accomplish pre-construction activities, within existing County rights-of-way/easements as depicted on Exhibit A for said Project, without requiring the State to obtain additional permits, approvals, or temporary construction easements.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for maintenance provided by the Parties shall be perpetual. This Agreement may be cancelled at any time prior to the award of the construction contract, upon a thirty-day (30) written notice to either party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to provide maintenance to property or facilities within the County's right-of-way.

2. The Parties hereto agree to and acknowledge the following conditions: **a)** any change or modification to the Project will only occur with the mutual written consent of the parties; and **b)** the parties shall perform their responsibilities consistent with this Agreement.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Pinal County
County Manager
P. O. Box 827
Florence, Arizona 85232
(520) 866-6211
(520) 866-6512 Fax
With a copy to
Public Works Director
P.O. Box 727
Florence, Arizona 85232
(520) 866-6418
(520) 866-6511 Fax

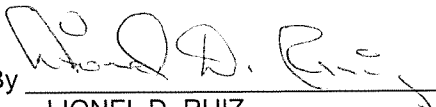
8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

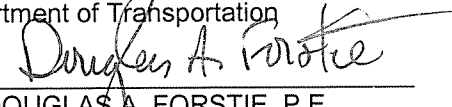
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

PINAL COUNTY

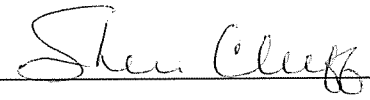
By 
LIONEL D. RUIZ
Chairman, Board of Supervisors

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
Deputy Clerk, Board of Supervisors

G:\06-074 Pinal County SR84/Guinn Drive
11-9-06 ghc draft
1/23/07 CLEAN draft ghc
2/26/07 Draft 2 ghc
FINAL 3/15/07 ghc

JPA 06-074

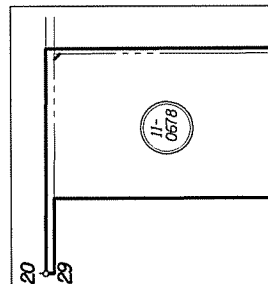
ATTORNEY APPROVAL FORM FOR PINAL COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and PINAL COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20th day of April, 2007.


Deputy County Attorney



PARCEL INSERT
N.T.S.

NEW R/W TO BE ABANDONED TO PINAL COUNTY UPON COMPLETION OF CONSTRUCTION. PER JPA 06-074.

[illegible]

DRAWING NO.	D-11-T-480
SURVEY	See attached survey
ISSUED DATE	JUN 27 2006
ADDDT REVIEW	CRAIG BLUMEN
HUBBARD ENGINEERING & CONSULTANTS	460-992-1113 460-992-3232 Engineering@hubbard.com
PROJECT NO.	084 PN 172 H6799 OIR
LOCATION	Gilman Road Intersection
SHEET	R 84
DATE	SEP 11 2007

When recorded, return to:
Clerk of the Board
Pinal County Board of Supervisors
P. O. Box 827
Florence, AZ 85232

RESOLUTION NO. 040407-JPA-

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL
AGREEMENT JPA 06-074 WITH THE STATE OF ARIZONA, ACTING BY AND
THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE
OF DEFINING RESPONSIBILITIES FOR THE CONSTRUCTION OF
ADDITIONAL TURN LANES ALONG SR 84 AT GUINN DRIVE .**

WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 06-074; and,

WHEREAS, the State of Arizona has determined the need for the State to construct additional turn lanes along SR 84 at Guinn Drive as the State's project; and,

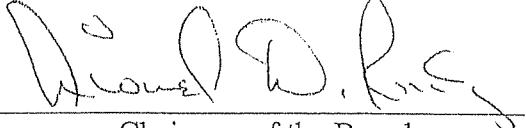
WHEREAS, as part of the State's project, the State has agreed to construct an exclusive eastbound right-turn lane on Guinn Drive and a center two-way left-turn lane to serve the residents of Guinn Drive to the south and the Francisco Grande Resort to the north; and,

WHEREAS, the County has agreed to reimburse the State for the County's share of construction costs in an amount not to exceed \$150,000.00; and,

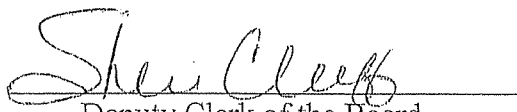
WHEREAS, it is in the best interests of the welfare and safety of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 06-074.


THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 06-074 with the State of Arizona, by and through its Department of Transportation, for the purpose of defining responsibilities for the construction of additional turn lanes along SR 84 at Guinn Drive.

PASSED AND ADOPTED this 2 day of _____, 2007,
by the PINAL COUNTY BOARD OF SUPERVISORS.


Chairman of the Board

ATTEST:


Deputy Clerk of the Board

TERRY GODDARD Attorney General	 OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA	CIVIL DIVISION TRANSPORTATION SECTION Direct Line: 602.542.8837
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR07-0301-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 14 May 2007

Terry Goddard
ATTORNEY GENERAL



James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:PHX #4089